

Nashua-Plainfield CSD

Nashua-Plainfield EA

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NASHUA-PLAINFIELD COMMUNITY SCHOOL DISTRICT

PROFESSIONAL MASTER CONTRACT

2005-2007

**NASHUA-PLAINFIELD COMMUNITY SCHOOL DISTRICT
PROFESSIONAL MASTER CONTRACT**

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ARTICLE I

PREAMBLE

A. OBJECTIVE

The Board of Directors of the Nashua-Plainfield Community School District and the Association recognize that the aim of the public school is to provide a quality education program for children and youth of the School district. The parties further recognize that attainment of this educational objective is a joint responsibility of the Board, the administrative staff, the professional teaching personnel, the parents of the students, and the community at large.

Whereas, the parties have reached certain understandings which they desire to confirm in this agreement, it is agreed as follows.

ARTICLE II
RECOGNITION

A. UNIT

The Board hereby recognizes the Nashua-Plainfield Education Association as the certified exclusive and sole bargaining representative for all personnel as set forth in the PERB certification instrument (case No. 58) issued by the PERB on the 29th day of May 1975, where under contract, either verbal or written, be employed or to be employed, on leave, or on a per diem, hourly, or class rate basis, (employed or to be employed) by the Board of Directors of the Nashua-Plainfield Community School District. Representation of all newly created professional positions shall be mutually agreed upon by both parties.

The unit described in the above certification is as follows:

Included: All classroom teachers, librarians, and guidance counselors.

Excluded: Superintendent, Principals, all auxiliary personnel (secretaries, cooks, janitors, teachers associates, bus drivers, and nurse) and all other personnel strictly prohibited by Section 4 of the Act.

B. ASSOCIATION IDENTIFICATION

No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

C. DEFINITIONS

1. The term, "Board," as used in this agreement shall mean the Board of Directors of the Nashua-Plainfield Community School District, or its duly authorized representatives or agents.
2. The term, "Employee," as used in this agreement shall mean all professional employees represented by this Association in the bargaining unit as defined and certified by the Public Employment Relations Board.
3. The term, "Association," as-used in this agreement shall mean the Nashua-Plainfield Education Association or its duly authorized representatives or agents.
4. The term, "Agreement," shall mean the total mutually approved Professional Master Contract reached during the negotiations.

ARTICLE III
PROCEDURE FOR NEGOTIATIONS

A. **MUTUAL COMMITMENT TO GOOD FAITH NEGOTIATIONS**

Good faith negotiations require a free and open exchange of views by the parties involved in the negotiations. Therefore, both parties agree to meet at reasonable times and places to negotiate in good faith effort to reach agreement in accordance with Chapter 20 of the Iowa Code.

B. **ACCESS TO INFORMATION**

The Board agrees to make available to the Association on request any regularly or routinely prepared information concerning the financial condition of the school. The Board and Administration will grant reasonable requests by the Association for readily available and pertinent information needed for developing negotiations proposals on behalf of the teachers or the processing of grievances.

ARTICLE IV

GRIEVANCE PROCEDURES

A. DEFINITION

GRIEVANCE: A grievance shall mean only a complaint that there has been an alleged violation, misinterpretation or misapplication of the specific provisions of this agreement. It is specifically understood that any matters governed by statutory provision shall not be considered grievances and subject to the grievance procedure herein after set forth.

AGGRIEVED PERSON: Every employee, or group of employees, covered by this agreement as identified in Article 11, Bargaining Unit Recognition, shall have the right to present grievances in accordance with these procedures.

PARTY OF INTEREST: The employee, or group of employees, administration, or school board may be represented during any step of the procedure by any person or agent designated by such party to act in his or her behalf.

B. PROCEDURES

Both parties agree that these proceedings will be kept as informal and as confidential as may be appropriate at any level of the proceedings. It is agreed that any investigation or other handling or processing of any grievance by the grieving employee, or group of employees, shall be conducted outside of working hours in a manner which does not interfere with the instructional program and related work activities of the grieving employee, or group of employees, or teaching staff. Time limits specified may be extended by mutual written agreement.

C. STEPS

1. LEVEL ONE - Principal or Individual Supervisor (informal)

An employee, or group of employees, with a grievance shall first verbally discuss it with his or her principal or immediate supervisor with the objective of resolving the matter informally.

2. LEVEL TWO - Principal (Formal)

If the grievance cannot be resolved informally, the aggrieved employee, or group of employees, shall file the grievance in writing, and at a mutually agreeable time, discuss the matter with the principal. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the grievance, and shall state the remedy requested. The filing of the formal, written grievance at the second step must be within thirty (30) days from the date of occurrence of the event giving rise to the grievance. The Principal shall make a decision of the grievance and communicate it in writing to the teacher and the Superintendent within ten (10) days after receipt of the grievance.

3. LEVEL THREE - Superintendent

In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved employee or group of employees, or the Association, shall file, within five (5) school days of the principal's written decision at the second step, a copy of the grievance with the Superintendent, Superintendent's Secretary, or the Board Secretary. Within ten (10) school days after such written grievance is filed, the aggrieved and Superintendent or his/her designee shall meet to resolve the grievance. The Superintendent, or his/her designee shall file an answer within ten (10) school days of the third-step grievance meeting and communicate it in writing to the employee and the Principal.

4. LEVEL FOUR -School Board

If agreement is not resolved satisfactorily at Step 3, the aggrieved employee, or group of employees, or the Association, shall file within five (5) school days of the Superintendent's decision a copy of the grievance with the Board of Directors. At the next regular school board meeting, the disposition of the grievance will be determined by board action.

5. LEVEL FIVE -Arbitration

If the grievance is not resolved satisfactorily at Step 4, the grievance may be submitted to impartial, binding arbitration.

- a. REQUEST: A request to submit a grievance to arbitration must be in writing, signed by the aggrieved party, and must be filed in the office of the Superintendent within five (5) school days following the decision of the Level 4 Grievance Procedure.
- b. PRIOR PROCEDURE REQUIRED: No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the Grievance Procedure and appeal provisions.
- c. SELECTION OF ARBITRATOR: The arbitrator proceedings shall be conducted by an arbitrator to be selected by the two parties within (7) days after said notice is given. If the two parties fail to reach an agreement on an arbitrator within (7) days, the parties shall immediately jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators, but upon the event seven are not available five will be used. Each of the two parties will alternately strike one name at a time, with the party requesting the arbitration striking first. The last person remaining shall be the arbitrator. The arbitrator shall be notified of his/her selection by a joint letter from the Board and the Association requesting that he/she set a time and place, subject to the availability of the Board and the Association.
- d. SUBMISSION OF GRIEVANCE INFORMATION: Upon appointment and acceptance by the arbitrator, the appealing party shall within five (5) days after notice of appointment and acceptance, forward to the arbitrator a submission of grievance, which shall include the following:
 1. The issue involved
 2. Statement of facts
 3. Position of the grievant
 4. The written documents relating to prior steps in the Grievance Procedure

The Superintendent may make a similar submission of information relating to the grievance either before or at the time of the hearing.

- e. HEARING: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have a right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written agreements relating to the issue before the arbitration.
- f. DECISION: The arbitrator shall submit in writing his/her decision within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The arbitrator's decision shall be based solely upon his/her interpretation of the meaning or implication of the express terms of this agreement to the facts of the grievance presented and the decision will be binding on the parties.

D. MISCELLANEOUS

1. Improper Filing

If an employee or the Association files any claims or complaint in any other form than under the Grievance Procedure of this agreement, then the Board shall not be required to process the same claim or sets of facts through the Grievance Procedure.

2. Costs

Each party shall bear its own expenses incurred during a Grievance Procedure.

3. Representation Rights

Any aggrieved person may be represented at all stages of the Grievance Procedure by himself/herself, or at his/her option, by a representative of the Association. The administration may be represented by any person or agents so appointed.

4. Decisions

All decisions rendered at Levels Two through Five of the Grievance Procedure shall be in writing setting forth the decision and the basis therefore and shall be transmitted to the party filing the grievance.

5. Meetings and Hearings

All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the parties of interest, and their designated or selected representatives provided such a closed meeting does not conflict with the Open Meetings Chapter of the Code of Iowa. The aggrieved person shall have the right to request a closed session according to the provisions of Chapter 21.5 - Section 1i Code of Iowa.

ARTICLE V

DUES DEDUCTION

A. AUTHORIZATION

Any employee who is a member of the Association may sign and deliver to the Business Manager an assignment authorizing payroll deduction of annual unified Association dues. The payroll deduction will not include collection of initiation fees, special assessments, back dues, fines or similar items. The Association will be responsible for providing the necessary authorization forms and informing the members of the dues deduction system.

B. REGULAR DEDUCTIONS

Requests for dues deduction must be filed in writing with the Business Manager within five (5) days after the start of school. The Business Manager shall deduct 1/10th of the total annual dues from the regular salary check of the employee each month for 10 months beginning in September and ending in June. The Association will advise the Board of the exact monthly amount of such regular membership dues to be deducted.

C. TERMINATION OF DUES CHECKOFF

The dues deduction will be considered to be a continuing authorization and may be terminated in accordance with PERB where a member may terminate the dues deduction at any time by giving thirty (30) days notice.

D. AUTHORIZATION

The request for dues deduction shall include the signed statement that the "Member and the Association agree to indemnify and hold harmless the Board, each individual Board Member, and all administrators against any and all claims, costs, suits or other forms of liability and court costs arising out of this application of the provisions in the agreement between the parties for dues deductions."

ARTICLE VI
OTHER PAYROLL DEDUCTIONS

A. MONTHLY DEDUCTIONS

Upon appropriate written authorization from the employee, the Board shall deduct from the salary of the employee and make appropriate remittance for annuities, all insurance premiums approved in this agreement, federal and state withholding taxes, I.P.E.R.S., FICA, "Bond a Month" program for U.S. Savings Bonds, and ISEA Credit Union. Original annuities and "Bond a Month" may be changed once a year.

A "Bond a Month" means one complete bond or multiples thereof, but no fraction thereof.

ARTICLE VII

SICK LEAVE

A. ACCUMULATED

1. All full time employees covered by this agreement shall be entitled to sick leave days in accordance with the following:

FIRST YEAR	10	days
SECOND YEAR	11	days
THIRD YEAR	12	days
FOURTH YEAR	13	days
FIFTH YEAR	14	days
SIXTH YEAR AND EACH YEAR THEREAFTER	15	days

Employees with extended contracts will receive additional annual sick leave at the rate of one day per every 20 additional work days.

Unused sick leave days shall be accumulated from year to year up to a maximum of one hundred five (105) days.

Sick leave may be used in 1/2 day increments, or with administrator approval, in 1/8 day increments.

2. All regular part time employees shall receive and accumulate sick leave in direct ratio to time worked. The regular part time employee shall have sick leave charged in the same proportion that his/her normal work day is to a full work day as defined in this contract.
3. Accumulated sick leave prior to this agreement shall not be lost.

B. DEFINED

Employees who are ill are not expected to perform their duties and will be paid in accordance with sick leave regulations whenever their absences are found to have been due to illnesses which prevented their attendance at school.

The administration may require a teacher to furnish medical documentation from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay.

An employee can use sick leave for any personal non-elective medical or dental problem which requires an appointment scheduled during school hours.

C. NOTIFICATION OF ACCUMULATION

Employees shall be given written notice of available sick leave days no later than the second pay day of each new school year. The available sick leave days will include the allotted number of days for the current year.

ARTICLE VIII

TEMPORARY LEAVES OF ABSENCE

A. PERSONAL LEAVE

1. a. All full-time employees covered by this agreement will be entitled to two days of personal leave per year. These days cannot be used to extend the following vacation days of Thanksgiving, Christmas, and Spring Break or cannot be used during the first five (5) student days or the last five (5) student days unless it is beyond the employee's control. Unused personal leave will be carried over into the next year with a maximum of four (4) days available in any one school year. All portions of unused personal days over four (4) will be calculated at the rate of the daily substitute teacher's pay and paid to the individual teacher in the final check of the fiscal year.
- b. All regular part-time employees covered by this agreement with a contract of 50% or more will be entitled to two days of personal leave per year. In this case, a day will mean the employee's normal work day. (EXAMPLE: If an employee who normally works only mornings is absent because of personal reasons, then he/she will have used one of his/her personal days.) These days cannot be used to extend the following vacation days of Thanksgiving, Christmas, and Spring Break or cannot be used during the first five (5) student days or the last five (5) student days unless it is beyond the employee's control. Unused personal days will be carried over into the next year with a maximum of four (4) days available in one school year. All portions of unused personal days over four(4) will be calculated at the rate of the daily substitute teacher's pay and paid to the individual teacher in the final check of the fiscal year.
- c. All regular part-time employees covered by this agreement with a contract of less than 50% will be entitled to one day of personal leave per year. In this case, a day will mean the employee's normal work day. (EXAMPLE: If an employee who normally works only mornings is absent because of personal reasons, then he/she will have used one of his/her personal days.) These days cannot be used to extend the following vacation days of Thanksgiving, Christmas, and Spring Break or cannot be used during the first five (5) student days or the last five (5) student days unless it is beyond the employee's control. Unused personal days will be carried over into the next year with a maximum of two (2) days available in one school year. All portions of unused personal days over two (2) will be calculated at the rate of the daily substitute teacher's pay and paid to the individual teacher in the final check of the fiscal year.
2. Written notification of such leave will be at least three (3) work days in advance. The administration will give written acknowledgment of the leave prior to the requested date. Verbal requests may be made in case of an emergency. Personal leave may be taken in 1/8 day increments.

B. EMERGENCY AND UNUSUAL CIRCUMSTANCE LEAVE

If all personal days have been used, with administrative approval, the employee may be granted at most two days emergency and unusual circumstance leave per year. The employee granted this leave will have deducted from his/her pay an amount equal to the cost of a regular substitute teacher's daily wage.

Employees who work less than a full day will have the deduction pro-rated according to the proportion that their normal work day is to a full work day as defined in this contract. This clause will be enacted at the discretion of the administration in emergency and unusual circumstances only. Granting of this leave will not establish precedence for other employees' requests. Requests will be made both verbally and in writing as far in advance as possible. The administrator's approval will be given in writing.

C. LIMITATION.

Under normal circumstances, no more than two elementary and two secondary employees shall be granted personal leave at the same time.

D. JURY AND LEGAL LEAVE

Employees required to serve on jury duty shall be released from their assignments to so serve. An employee subpoenaed to testify in a criminal, civil, or magistrate case in which the employee is not a party, plaintiff, or defendant shall be released from his/her assignment to so serve. Personnel called for jury or legal duty shall turn over to the Board payment received for such service, and no deduction shall be made from the employee's salary because of the absence.

E. BEREAVEMENT

1. In the case of death of spouse, child, parent, sibling, or permanent member of the employee's household, the employee shall be granted leave without loss of pay for as many days, not to exceed five (5), as may be necessary.
2. In the case of death of grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, foster child, or step parent, the employee shall be granted leave without loss of pay for as many days, not to exceed three (3), as may be necessary.
3. In the case of death of aunt, uncle, niece, nephew, cousin, other relative, or close personal friend, the employee shall be granted leave without loss of pay for a period not to exceed one (1) day.

F. FAMILY ILLNESS

1. Each employee will be allowed five (5) days leave without loss of pay for sickness or injury in the immediate family. Immediate family is defined as "spouse, child, parent of the employee, parent-in-law, sibling, or permanent member of the household of the employee."
2. Family illness leave shall not accrue.
3. Additional leave may be granted at the sole discretion of the superintendent or his/her designee.
4. Family illness days will be deducted from the employee's sick leave.

G. ASSOCIATION LEAVE

The association shall be granted a maximum of six (6) days total leave to transact association business. For the fifth and sixth days, the association will pay for the substitute. The requests must be made in writing at least three (3) days in advance. Administrative verification will be in writing.

ARTICLE IX
EXTENDED LEAVES OF ABSENCE

A. ISEA & NEA ASSOCIATION

A leave of absence without pay for up to two (2) years shall be granted to any employee for the purpose of serving as an elected officer of the State or National Association.

B. PUBLIC OFFICE

A leave of absence without pay, not to exceed the legal term of office, shall be granted to any employee who is elected to a State or National office.

C. FAMILY ILLNESS

Upon approval of the Board, a leave of absence without pay for up to one (1) year may be granted for the purpose of caring for a member of the employee's immediate family (spouse, child, parent, parent-in-law, sibling, or permanent member of the household of the employee) who is seriously ill.

D. EDUCATIONAL IMPROVEMENT

Upon approval of the Board, a leave of absence without pay for up to one (1) year for the purpose of engaging in full-time study at an accredited university or college may be granted to an employee for improvement in an area related to his/her responsibilities.

E. DISTRICT SERVICE

All employees who leave the district on extended leave will retain their seniority for recall rights to employment, and these leaves will not result in a loss of credit for years of service in the district earned prior to the extended leave.

F. CHILD REARING LEAVE

Child rearing leave shall be available to full-time and regular part-time employees for a period of time up to the conclusion of the same school year, shall not in any case exceed 180 teaching days, and shall be for the purpose of caring for a newborn infant for which the applicant has legal responsibility for care and/or support. Such leave shall normally be subsequent to the birth of the employee's child or, in the case of adoption, when the child is physically turned over to the employee-parent.

At least two (2) calendar months prior to the estimated delivery date of a child, the employee shall notify the Board in writing of his/her intention to apply for child rearing leave.

In the case of adoption of a child, the employee shall be required to notify the Board in writing of the employee's intention to take a child rearing leave. Such notice must include the estimated date when the leave shall become effective.

By mutual agreement, the length of the child rearing leave may be altered. The employee is encouraged to meet with the building principal in considering the particular needs of the students in selecting an effective date for returning from such leave.

An employee returning from child rearing leave will be re-employed in the employee's former position if available. If that position is not available, the employee shall be re-employed in a position for which he/she is qualified. Failure of employee to return on the date approved by the Board shall constitute grounds for termination.

An employee who returns from child rearing leave shall retain all previous experience credit and leave time on record at the beginning of the leave. The employee shall not accrue additional experience credit or leave time during the period of the child rearing leave.

A child rearing leave of absence granted under this Agreement shall be a leave without pay.

ARTICLE X
EMPLOYEES HOURS AND LOADS

A. LENGTH OF DAY

1. A teacher's basic workday shall consist of a minimum of eight hours, inclusive of lunch.
2. The specific hours at any individual building may vary according to the needs of the educational program. Employees will report for duty 30 minutes before the student's day commences and will remain on duty at least 30 minutes after the student's day ends (regular time) OR the employee will report for duty 45 minutes before the student's day commences and will remain on duty at least 15 minutes after the student's day ends (flex-time), unless assigned by the administration to other school related duties. On Fridays, on days preceding vacations, on days in which students are dismissed early due to weather conditions, and on days when employees are required to perform evening duties, the employee's day shall end 10 minutes after the close of the student's day. Employees choosing Flex-time will revert back to regular time on those days that a meeting scheduled by an administrator would interfere with Flex-time timelines and on Fridays and the days before vacations. An employee choosing Flex-time must stay on that schedule except for the above exceptions. A temporary or permanent deviation must be approved by the building principal.
3. Regular part-time employees will have their workday hours specified in their individual contracts. The employees will be duly consulted prior to any changes in their workday hours and no changes in workday hours will be made in a wholly arbitrary or capricious manner.

B. SCHOOL ACTIVITIES

In addition to the basic school day, teachers shall be required to reasonably participate in school activities beyond the basic workday as required by the school board or administration. The normal duties for teachers include a reasonable share of extra-curricular, co-curricular, and supervisory activities, as determined by the Principal, Superintendent, or Board.

C. LEAVING BUILDING

Employees may leave the building during their lunch period, after informing the office personnel, and at other times with permission.

D. REQUIRED MEETINGS

The number of required before/after school meetings shall be held to a maximum of six (6) per semester per person, excluding:

1. PK-6, 7-8, and 9-12 staff meetings
2. Curriculum study meetings

E. PARENT-TEACHER CONFERENCES

When parent-teacher conferences are scheduled during evening hours, the employees will receive compensatory time as scheduled by the administration. All employees shall receive this compensatory time at the rate of one-half day per conference night attended.

ARTICLE XI
REDUCTION OR REALIGNMENT OF STAFF

A. PURPOSE

The purpose of this policy is to implement a plan for staff reduction when, in the sole, exclusive and final judgment of the Board of Education, staff reduction is required because of discontinuance of position, lack of pupils, financial limitation or any other just reason.

B. COVERAGE

All employees under this agreement are covered in this section.

C. REDUCTION PROCEDURES

STEP 1. The Board shall attempt to accomplish staff reduction through normal attrition.

STEP 2. Employees with emergency or temporary certification will be laid off first.

STEP 3. Probationary teachers shall have no seniority during their first 2 years in the district and will be laid off next.

STEP 4. Fully certified employees properly endorsed by the State of Iowa in the curricular or subject area affected and with least seniority in the school district shall be laid off next, subject to the following provisions.

STEP 5. If choice must be made between two or more teachers of equal seniority--skill, ability, competence, and qualifications to do the available work will be the criteria used to determine which employee shall be laid off next.

D. DEFINITIONS

1. "Skill, ability, competence, and qualifications" shall mean, among other things, but not limited to, a teacher who, in addition to the state certificate has a major in the subject matter field taught, and has successfully had teaching experience in the subject matter while in the school district.
2. "Curricular or subject area" shall mean teachers in the following categories: Elementary-art, music, physical education, librarian, counselor, remedial reading, developmental math, talented and gifted, and teaching grades PK-6, grades 7-12 art, business education, counselor, foreign language, home economics, industrial arts, English, librarian, mathematics, physical education, science, social studies, vocational agriculture, music, driver's education, and talented and gifted.
3. Seniority is defined as the number of years of teaching experience in the Nashua Community School District, Plainfield Community School District, or the Nashua-Plainfield Community School District. When the employee's teaching years at Nashua- Plainfield are interrupted by more than two years not in the system, seniority will be based on the year that the employee rejoins the faculty.

E. OTHER EMPLOYMENT

Any teacher laid off may engage in teaching or any other occupation during such period and may be eligible for unemployment compensation if otherwise eligible under that law for such compensation and such layoff will not result in a loss of credit for years of service in the district earned prior to the layoff if the layoff is for a period of two years or less.

F. TERMINATION

Seniority and the employment relationship shall be broken and terminated if any employee: (a) resigns; (b) is discharged for just cause; (c) is laid off and fails to report to work within ten (10) days after having been recalled; (d) is absent from work for any reason for a period of twenty-four months, or a period of time equal to his/her seniority, whichever is shorter; (e) fails to report to work at the termination of a leave absence; or (f) is retired.

G. RECALL RIGHTS

Any employee laid off pursuant to this policy shall have recall rights for a period of two years or a period of time equal to his/her seniority, whichever is less, to the position which was held when laid off. The order of reinstatement shall be in reverse order in which teachers were notified of the layoff.

H. RECALL NOTIFICATION

A teacher shall file his/her name and address with the school district to which any notice of reinstatement of availability of positions shall be mailed. Failure of a notice to reach a teacher shall not be the responsibility of the school district if any notice has been mailed to the address on file. If a position becomes available for a qualified teacher, the school district shall mail the notice to such teacher by certified mail to addressee only, who shall have fifteen (15) days from the date of such notice to accept the re-employment. Failure to reply in writing within such fifteen (15) day period shall constitute a waiver on the part of the teacher to any further recall or employment rights.

I. APPEAL

Any allegations that there has been a violation of this clause shall not be subject to or not processed through the Grievance Procedure provided by the Agreement, but shall instead first be discussed between the teacher and his/her Superintendent. If the allegation is not resolved at this level, it shall be submitted for deliberation and advisement directly to an ad hoc committee, which shall be composed of three persons --- a representative selected by the Association, a representative selected by the School Board, and a mutually acceptable neutral third party who shall be the chairperson of the ad hoc committee. Upon completion of its deliberation, the ad hoc committee shall report its findings and recommendations to the Superintendent and to the teacher. The report may be presented on behalf of either party if a private hearing is requested by the teacher as provided by law. Any expenses incurred by either party in preparing for or in making presentation to the ad hoc committee will be borne by the party incurring the expense.

J. SENIORITY LIST

The administration shall provide a seniority list within 30 days after the start of the school year.

ARTICLE XII
HEALTH PROVISIONS

A. PHYSICAL FITNESS

All new employees are required to provide evidence of physical fitness to perform duties assigned and freedom from communicable disease. After employment, the employee shall have a physical examination every three years. Forms for examination shall be provided by the Board and such evidence shall include a statement from a licensed physician of the employee's physical fitness to perform assigned duties.

B. REQUESTED PHYSICALS

The Board may require, at its expense, a subsequent examination by a physician of the Board's choice, when, in its judgment, such an examination is relevant to an employee's performance or status.

C. SELECTION AND PAYMENT

The examining physician shall be selected by the employee and the cost up to \$35.00 shall be borne by the Board every third year.

D. TIME

The physical examination shall be taken between June 1st and September 1st, and the report submitted to the Board Secretary's office prior to September 10th.

ARTICLE XIII
EMPLOYEE EVALUATION

A. NOTIFICATION

Within two (2) weeks after the beginning of each school year, all employees will be advised of the evaluation procedures and of the instrument to be used in evaluation, which shall include standards and criteria.

B. OVERVIEW OF STAFF EVALUATION & PROFESSIONAL GROWTH PLANS

1. Tier 1 (Beginning Teacher or Career Teachers, who are in their first year of teaching for the District)

Teachers in their first or second year of the profession, or career teachers, who are in their first year of teaching for the District, shall be considered Tier 1 teachers.

The evaluation cycle for Tier 1 teachers may consist of both formal and informal observations. The evaluator shall conduct a minimum of three formal observations, initiated by the evaluator.

In year two, beginning teachers shall be involved in a Comprehensive Evaluation. Career teachers, who are in their first year of teaching for the district, shall be involved in a Performance Review and complete an Individual Career Development Plan.

2. Tier 2 (Career Teachers)

Tier 2 is for licensed teachers who have earned regular teaching licenses and are not in Tiers 1 or 3. Each teacher in Tier 2 shall develop, an Individual Career Development Plan (ICDP).

The evaluation cycle for Tier 2 teachers may consist of both formal and informal observations. The evaluator may observe the teacher at any time the evaluator determines; however, the evaluator shall formally observe the teacher a minimum of at least one time in year three of the evaluation cycle.

During year one of the evaluation cycle, each teacher shall create an Individual Career Development Plan which shall reflect continuing professional growth in the areas of the Iowa Teaching Standards and Criteria and be aligned with the District's Comprehensive School Improvement Plan.

During the first two years of the evaluation cycle, the evaluator and teacher shall meet and discuss the progress of the teacher on their Individual Career Development Plan.

In year three of the evaluation cycle, career teachers shall be involved in a Performance Review.

If performance concerns arise at any time it is expected that they first be addressed through informal discussions in a professional, collaborative manner. If concerns are not successfully remedied in an agreed upon time frame, a formal awareness phase (not to exceed three (3) school months) will be initiated.

3. Tier 3 (Intensive Assistance)

If the evaluator determines, after the awareness phase, that the teacher is not meeting one or more of the following:

- (1) District expectations under the Iowa Teaching Standards 1 – 7 & Criteria (Standard 8 is excluded);
- (2) The Individual Career Development Plan.

The evaluator shall recommend to the Superintendent that the teacher participate in the Intensive Assistance Plan. The process may begin at any time but is not to exceed six (6) school months in duration.

If intensive assistance is unsuccessful, the teacher may face termination of his or her employment.

C. PROCEDURE

All formal observations of an employee shall be conducted openly with the full knowledge of the employee. No scheduled formal observation shall take place during the first ten (10) days or during the last five (5) school days. Observation Data are not valid for evaluation purposes unless provided in writing to the employee within seven (7) school days of the observation.

The Comprehensive and Performance reviews shall be in writing with a copy furnished to the employee prior to the final evaluation conference. Any deficiency must be clearly stated with the specific period of time for elimination of the deficiency. A conference between the evaluator and the employee to discuss the results of the final evaluation shall be held within ten (10) school days after the delivery of the employee's copy of the final evaluation report and prior to the last school day.

D. SIGNED

The evaluator shall sign the final evaluation and the employee shall sign indicating his/her awareness of the evaluation. The employee shall have the right to submit in his/her evaluation file, and each employee shall have the right to review and copy the contents of his/her evaluation file.

E. DEFINITIONS

1. Formal Observation – consists of pre-conference, classroom observation, and post conference. The post conference discussions may include information gathered or observed during both formal and informal observations.
2. Informal Observation – any and all things that reflect overall professionalism. These may include unannounced classroom observations or walkthroughs, professional behaviors in a variety of settings, and involvement in extra-curricular school activities or functions.
3. Comprehensive Evaluation – shall mean a summative evaluation of a beginning teacher conducted by an evaluator for purposes of determining a beginning teachers' level of competency relative to the Iowa teaching standards and for recommendation for licensure based upon models developed pursuant to section 256.9, section 50, and to determine whether the teacher's practice meets the school district expectations for career teacher. (From the Code)

4. Performance Review – shall mean a summative evaluation of a teacher other than a beginning teacher used to determine whether the teacher's practice meets school district expectations and the Iowa teaching standards and to determine whether the teacher's practice meets school district expectations for career advancement in accordance with section 284.7. (From the Code).
5. Individual Career Development Plan (ICDP) – shall be based, at minimum on the needs of the teacher, the Iowa teaching Standards, and the student achievement goals of the attendance center and the school district, as outlined in the Comprehensive School Improvement Plan (CSIP) and ultimately to student learning. The ICDP design may include learning activities for one, two, or three year periods. Obviously the longer the time period the plan covers, the higher the expectation for important and serious outcomes.
6. District Career Development Plan – See district CSIP for the District Career Development Plan

ARTICLE XIV
VOLUNTARY TRANSFER

A. DEFINITION

The movement of an employee to a different assignment, grade level, subject area or building should be considered a transfer.

B. NOTIFICATION

1. Vacancies occurring during the school year will be posted in each respective building. During the summer months, the N.P.E.A. president will be notified of any openings which may arise.
2. Employees who desire transfer to another duty shall file a written statement of such desire with the Superintendent. Such requests for transfer shall be submitted not later than March 1st for the succeeding year.
3. Requests for new openings thereafter shall be submitted no later than 10 days after posting such positions.

C. LIMITATION

Requests for voluntary transfer will not be refused for wholly arbitrary and capricious reasons. Should any grievance ever be pursued to arbitration under this provision of this section, the authority of the arbitrator shall be limited to deciding only whether there was lacking any non-arbitrary, non-capricious rationale for the transfer, and the arbitrator shall not be empowered to order any remedy should he/she find any such rationale to exist.

ARTICLE XV
INVOLUNTARY TRANSFER

A. DEFINITION

The movement of an employee to a different assignment, grade level, subject area or building should be considered a transfer.

B. NOTIFICATION

Notification of an involuntary transfer shall be in writing thirty (30) days prior to the start of the school year.

C. LIMITATION

Involuntary transfer shall not be for wholly arbitrary and capricious reasons. Voluntary requests for transfer shall be considered by the administration before any involuntary transfer is made. Should any grievance ever be pursued to arbitration under the provision of this paragraph, the authority of the arbitrator shall be limited to deciding only whether voluntary requests have been given due consideration, or whether there was lacking any non-arbitrary, non-capricious rationale for the transfer, and the arbitrator shall not be empowered to order any remedy should he/she find any such rationale to exist.

ARTICLE XVI

WAGES AND SALARIES

A. SCHEDULE

The salary of each employee covered by the regular schedule is set forth in Salary Schedules which are attached and made a part thereof.

B. PLACEMENT ON SALARY SCHEDULE

The rules contained herein relating to the application of credits on the salary schedule shall not deprive any teacher of any salary schedule placement already recognized and actually being paid for. Any employee hired prior to the first day of the second semester shall be given full credit for (1) year of service toward the next increment step for the following year.

C. ADVANCEMENT ON SALARY SCHEDULE

Employees on the regular salary schedule shall be granted one increment or vertical step on the schedule for (1) year of service until the maximum for their educational classification is reached.

D. ADDITIONAL MONTHLY SALARY ALLOWANCE

The district will pay a flat \$648 total additional monthly salary allowance for all employees with a 1.0 FTE position. Employees with less than a 1.0 FTE position will receive a prorated additional monthly salary allowance amount to correspond with their fraction of employment.

E. EXTRA PAY PROVISION

All Middle School and High School employees shall have a minimum of one planning period per day. A study hall shall not be considered a planning period. If any teacher's schedule does not provide for this planning period, the affected teacher shall be compensated at the rate of one-eighth (1/8) additional base salary for those days affected. If an employee is assigned to substitute for another employee during this personal planning period, the employee will be compensated at a rate of \$12 per class period.

F. SUPERVISION

When teachers are absent for 1/2 day or more in the areas of physical education, music, art, industrial arts, vocational agriculture, and home economics every effort shall be made to supervise these students in a classroom. This will be accomplished by:

1. Hiring of substitute teacher
2. Volunteer teachers

G. PART-TIME EMPLOYEES

Part-time teachers in the Middle School and High School shall be compensated as follows:

For each high school daily class assignment, the teacher shall receive 1/8 base salary (12.5%).

For each middle school class assignment, the teacher shall receive 1/8 base salary (12.5%).

H. PHASE III COMPENSATION

All compensation for Phase III will be based on an hourly rate equal to the average teacher's teaching salary of the previous year, rounded to the nearest one dollar.

SALARY SCHEDULE INDEX

Generator Index		1.00					
Step No.	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20
3	1.09	1.11725	1.1445	1.17175	1.199	1.22625	1.2535
4	1.14	1.1685	1.197	1.2255	1.254	1.2825	1.311
5	1.18	1.2095	1.239	1.2685	1.298	1.3275	1.357
6	1.22	1.2505	1.281	1.3115	1.342	1.3725	1.403
7	1.26	1.2915	1.323	1.3545	1.386	1.4175	1.449
8	1.30	1.3325	1.365	1.3975	1.430	1.4625	1.495
9	1.34	1.3735	1.407	1.4405	1.474	1.5075	1.541
10	1.38	1.4145	1.449	1.4835	1.518	1.5525	1.587
11	1.42	1.4555	1.491	1.5265	1.562	1.5975	1.633
12	1.46	1.4965	1.533	1.5695	1.606	1.6425	1.679
13	1.50	1.5375	1.575	1.6125	1.650	1.6875	1.725
14	1.54	1.5785	1.617	1.6555	1.694	1.7325	1.771

CAREER INCREMENT OF \$600 FOR ALL BUT BA LANE
 SECOND CAREER INCREMENT OF \$600 AFTER 25 YEARS OF EXPERIENCE

**SALARY SCHEDULE
FOR NASHUA-PLAINFIELD FACULTY MEMBERS
2005-2006**

GENERATOR = 25036							
Step No.	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20
3	27289	27971	28654	29336	30018	30700	31383
4	28541	29255	29968	30682	31395	32109	32822
5	29542	30281	31020	31758	32497	33235	33974
6	30544	31308	32071	32835	33598	34362	35126
7	31545	32334	33123	33911	34700	35489	36277
8	32547	33360	34174	34988	35801	36615	37429
9	33548	34387	35226	36064	36903	37742	38580
10	34550	35413	36277	37141	38005	38868	39732
11		36440	37329	38217	39106	39995	40884
12		37466	38380	39294	40208	41122	42035
13		38493	39432	40371	41309	42248	43187
14			40483	41447	42411	43375	44339
CI #1		39093	41083	42047	43011	43975	44939
CI #2		39693	41683	42647	43611	44575	45539

Supplemental Pay Schedule

POSITION	%
H.S. Athletic Director	11.0
Head Coach Major Sport	11.0
Assistant Major Sport	8.0
Head Coach Minor Sport	8.0
Assistant Minor Sport	5.0
H.S. Band	10.0
H.S. Vocal Music	6.0
Dramatics	8.0
Summer Band Lessons (2)	6.0

POSITION	%
M.S. Athletic Director	7.75
M.S. Head FB, BB, WR	5.4
M.S. Head VB, Track	4.7
M.S. Assistant All Sports	3.9
M.S. Band	3.15
M.S. 5-8 Vocal	3.15
Elementary Band	3.2

MAJOR SPORTS: FB, VB, WR, BB, BB, SB
MINOR SPORTS: Track, Golf & Cross Country

Examples: 1) Moving from assistant basketball to head basketball will be considered as involvement with the same sport and years will count on the progressive scale; and 2) Moving from assistant girls track to assistant boys track will be considered as involvement with the same sport and years will count on the progressive scale.

The following positions will be paid at a percentage rate of the Generator Base.

Generator Base = \$24,237

POSITION	%
Annual	6.5
Building Computer Technology Coordinator	6.0
H.S. Cheerleading	6.0
Audio Visual	4.0
Newspaper	4.0
FFA	3.0
Science Club	2.5
Foreign Language Club	1.0
Honor Society	1.0
Future Teachers	.5

POSITION	%
Musical Director	6.0
District Computer Repair & Maintenance	6.0
Speech	6.0
FCCLA	3.0
Sr. Sponsor	1.0
Jr. Sponsor	2.5
Soph Sponsor	.5
Fr. Sponsor	.5
M.S. Cheerleading	1.85

ARTICLE XVIII

INSURANCE

A. HEALTH AND MAJOR MEDICAL

The Employer will make available to each employee a choice of the following three (3) health insurance policies with the following benefits:

PLAN 1: Copay 500 \$500 Deduction for single policy
 \$1,000 Annual OPM for single policy
 \$1,000 Deduction for family policy
 \$2,000 Annual OPM for family policy

Medical Insurance for active persons and retired persons under Age 65

	<u>2005-2006</u>
Employee	\$658.65
Family	\$1,646.62

PLAN 2: Protector 750 \$750 Deduction for single policy
 \$1,500 Annual OPM for single policy
 \$1,500 Deduction for family policy
 \$3,000 Annual OPM for family policy

Medical Insurance for active persons and retired persons under Age 65

	<u>2005-2006</u>
Employee	\$635.13
Family	\$1,587.81

PLAN 3: Core Plan \$2,000 Deduction for single policy
 \$4,000 Annual OPM for single policy
 \$4,000 Deduction for family policy
 \$8,000 Annual OPM for family policy

Medical Insurance for active persons and retired persons under Age 65

	<u>2005-2006</u>
Employee	\$473.81
Family	\$1,184.53

The Employer reserves the right to change carriers at any time providing coverage shall not be reduced. The Employer will give the Nashua-Plainfield Education Association notification prior to changing insurance carriers.

B. LONG TERM DISABILITY

Each full-time and regular part-time employee covered by this agreement shall be covered.

MAXIMUM BENEFIT PERIOD

Accident-To age 65 and/or to comply with ADEA Federal Guidelines.

Sickness-To age 65 and/or to comply with ADEA Federal Guidelines.

For each full-time and regular part-time employee, the premiums will be paid on the basis of Board 70% and Employee 30%.

C. LIFE INSURANCE

The Board agrees to provide each full-time and regular part-time employee covered by this agreement with \$30,000 Term Life Insurance.

The Board will pay the full cost of coverage.

D. BOARD LIABILITY

The Board will not be responsible nor liable for any employee claim turned down by the insurance company. The Board agrees to join with the Association on any litigation on behalf of an insured employee.

ARTICLE XIX

HOLIDAYS

Employees shall be granted five (5) paid holidays ----

New Years Day - Christmas Day - Labor Day -
Thanksgiving Day - Memorial Day.

No employee shall be required to perform teaching duties on any of the above holidays.

ARTICLE XX

COMPLIANCE CLAUSES AND DURATION

A. COST

The expense of printing this agreement shall be shared equally by the Board and the Association. The agreement shall be presented to all employees now employed, hereafter employed, or considered for employment by the Board.

B. NOTICE

Whenever any notice is required to be given by either of the parties to this agreement to the other, pursuant to the provisions of this agreement, either party shall do so by letter at the following designated addresses or at such other addresses as may be designated by a party in written notification to the other party.

1. If by Association to Board at 612 Greeley St., Nashua, Iowa 50658.

2. If by Board to Association at N.P.E.A. President, 612 Greeley St., Nashua, Iowa 50658.

C. SEPARABILITY

If any provision of this agreement is found to be contrary to law, then such provision shall not be deemed valid and subsisting except to the extent permitted by law. The Board and Association shall enter into negotiations to replace said provision. The remaining articles, sections and clauses shall remain in full force and effect.

D. DURATION

This agreement shall be effective as of July 1, 2005, and shall continue in effect until June 30, 2007.

For the 2005-2006 master contract, each party may make one language proposal from one article.

For the 2005-2006 school year, the total package increase will be 4.0%.

In witness whereof the parties hereto have caused this agreement to be signed by their respective presidents attested by their chief negotiators, and their signatures placed thereon.

NASHUA-PLAINFIELD
EDUCATION ASSOCIATION

By _____
President

By _____
Chief Negotiator

Date _____

NASHUA-PLAINFIELD COMM. SCHOOL
DISTRICT BOARD OF EDUCATION

By _____
President

By _____
Chief Negotiator

Date _____

MEMORANDUM OF AGREEMENT

BETWEEN

**The Nashua-Plainfield Education Association
and
The Nashua-Plainfield Community School District**

It is hereby agreed between the Nashua-Plainfield Community School District and the Nashua-Plainfield Education Association that the following salary schedule will be utilized for all extracurricular activities that are listed in the Supplemental Pay Schedule and are on a progressive scale, and for all extended contracts beyond the 191 day contract.

This is the salary schedule without Phase II funds. In the event that the State does not fully fund the Phase II Program, the Nashua-Plainfield Education Association and the Nashua-Plainfield School Board agree to meet and negotiate the impact of any reduction.

GENERATOR = 24237							
Step No.	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20
3	26418	27079	27739	28400	29060	29721	30381
4	27630	28321	29012	29702	30393	31084	31775
5	28600	29315	30030	30745	31460	32175	32890
6	29569	30308	31048	31787	32526	33265	34005
7	30539	31302	32066	32829	33592	34356	35119
8	31508	32296	33084	33871	34659	35447	36234
9	32478	33290	34101	34913	35725	36537	37349
10	33447	34283	35119	35956	36792	37628	38464
11		35277	36137	36998	37858	38719	39579
12		36271	37155	38040	38925	39809	40694
13		37264	38173	39082	39991	40900	41809
14			39191	40124	41057	41991	42924
CI #1		37864	39791	40724	41657	42591	43524
CI #2		38464	40391	41324	42257	43191	44124

All other extracurricular activities that are listed in the Supplemental Pay Schedule, but are not on a progressive scale, will be paid utilizing a generator base of \$24,237.

MEMORANDUM OF AGREEMENT

BETWEEN

**The Nashua-Plainfield Education Association
and
The Nashua-Plainfield Community School District**

Be it understood that the mandatory subjects of bargaining contained in the Phase III Plan for the Nashua-Plainfield Community School District to be agreed to by the parties are made part of the Master Contract and are subject to the grievance procedures contained in the Master Contract.

MEMORANDUM OF AGREEMENT

BETWEEN

**The Nashua-Plainfield Education Association
and
The Nashua-Plainfield Community School District**

It is hereby agreed between the Nashua-Plainfield Community School District and the Nashua-Plainfield Education Association that the Athletic Director position shall receive one full planning period and one full athletic director planning period or one full planning period and compensation in the amount of 1/8 base salary in addition to the rate listed in the supplemental salary schedule for athletic director. This will be decided by the administration based on teaching requirements of the individual involved. Each of these periods will be one block of time and not segmented into small parts. Each period will be 1/8th of the school day.

MEMORANDUM OF AGREEMENT

BETWEEN

**The Nashua-Plainfield Education Association
and
The Nashua-Plainfield Community School District**

The High School guidance position will have an extended contract of five (5) days. These days will be assigned by the administration in whole day increments.

MEMORANDUM OF AGREEMENT

BETWEEN

**The Nashua-Plainfield Education Association
and
The Nashua-Plainfield Community School District**

It is hereby agreed between the Nashua-Plainfield Community School District and the Nashua-Plainfield Education Association that the Beginning Teacher Mentoring and Induction Program will be implemented in the following manner:

There will be no more than one beginning teacher assigned to an instructional mentor each semester. Each instructional mentor shall receive the amount of reimbursement per semester that is required by state law for becoming an instructional mentor for one beginning teacher. Instructional mentors will have no responsibility as to the evaluation of the beginning teacher.

MEMORANDUM OF AGREEMENT

BETWEEN

**The Nashua-Plainfield Education Association
and
The Nashua-Plainfield Community School District**

The District believes in the value of input from the Association for the development of an evaluation instrument. When a change in the evaluation instrument is desired by or required of the District, the District shall designate up to four administrators who will meet with up to eight teachers, designated by the Association, on a monthly basis, or as needed, to receive and analyze such input for development of any changes in the instrument. The final form of the instrument shall not be subject to impasse under Article 20 Code of Iowa.

MEMORANDUM OF AGREEMENT

BETWEEN

**The Nashua-Plainfield Education Association
and
The Nashua-Plainfield Community School District**

Two days may be added to the contract if the state funds payment of the same. To the extent that the state funds less than per diem but requires the additional two days, the parties will negotiate pay for the two days.